

1 BILL NO. S-86-01-30

2 SPECIAL ORDINANCE NO. S-

3 AN ORDINANCE approving Contract  
4 85-XP-9 - Ardmore Ave. Water Main  
5 Extension, by and between the City  
6 of Fort Wayne, Indiana and T-G  
Excavating, Inc., in connection with  
the Board of Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

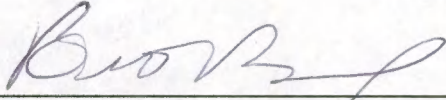
9 SECTION 1. That Contract 85-XP-9 - Ardmore Ave. Water  
10 Main Extension, by and between the City of Fort Wayne, Indiana  
11 and T-G Excavating, Inc., in connection with the Board of Public  
12 Works and Safety, for:

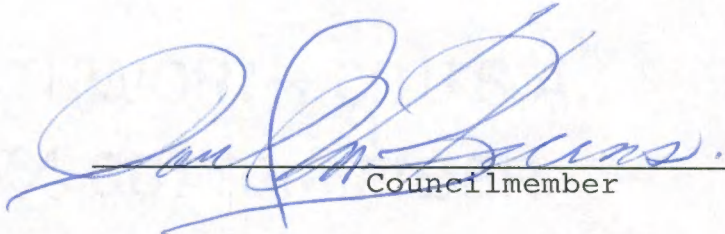
13 the furnishing of all materials, labor,  
14 equipment, tools, power, transportation,  
15 miscellaneous equipment, etc., necessary  
16 to install 1,875+ L.F. of 12" ductile  
17 iron water main at the following location:  
On Ardmore Avenue from Elmcrest Drive,  
northward 1,875+ L.F. to a point 200+  
feet north of Norfolk & Western Railway;

18 involving a total cost of Sixty-Six Thousand Eight Hundred One  
19 and No/100 Dollars (\$66,801.00), all as more particularly set forth  
20 in said Contract, and which is on file with the Office of the  
21 Board of Public Works and Safety and is by reference incorporated  
22 herein, made a part hereof and is hereby in all things ratified,  
23 confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force  
25 and effect from and after its passage and any and all necessary  
26 approval by the Mayor.

27  
28  
29 APPROVED AS TO FORM  
30 AND LEGALITY

31   
32 Bruce O. Boxberger, City Attorney

  
Councilmember



Read the first time in full and on motion by Burns, seconded by Leav, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATE: 1-28-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Leav, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 2-11-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. A-20-86 on the 11th day of February, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of February, 1986, at the hour of 2:00 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of February, 1986, at the hour of 4:00 o'clock P. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



Invitation For Bids/Award Of Contract\*  
(NON-FEDERALLY ASSISTED Construction)

PROJECT: ARDMORE AVE. WATER MAIN EXTENSION

CONTRACT #: 85-XP-9

CONTENTS

Check if Contained	Pages	
<input checked="" type="checkbox"/>	1	COVER SHEET
<input checked="" type="checkbox"/>	11 - 19	INSTRUCTION TO BIDDERS
<input checked="" type="checkbox"/>	S1	SCHEDULE
<input checked="" type="checkbox"/>	S2-3	SCHEDULE OF ITEMS
<input checked="" type="checkbox"/>	GP1 - GP7	GENERAL PROVISIONS
		SPECIAL CONDITIONS
<input checked="" type="checkbox"/>		PLANS AND SPECIFICATIONS
		DRAWINGS
<input checked="" type="checkbox"/>	S4	NOTES 1 AND 2
<input checked="" type="checkbox"/>	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

<input checked="" type="checkbox"/>	NON-COLLUSION AFFIDAVIT
<input checked="" type="checkbox"/>	BIDDER'S BOND
<input checked="" type="checkbox"/>	PERFORMANCE BOND
	STATE BOARD OF ACCOUNTS FORM 96A
<input checked="" type="checkbox"/>	CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
<input checked="" type="checkbox"/>	PREVAILING WAGE SCALE - STATE OF INDIANA
<input checked="" type="checkbox"/>	PAYMENT BOND
<input checked="" type="checkbox"/>	WARRANTY BOND

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS CLAUSE)	10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	OTHER _____ %
ACKNOWLEDGEMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

\*\*\*\*\*

BID SUBMITTED

T-G Excavating, Inc.

Contractor

By: Thomas M. Stockamp  
Attest: Howard R. Gimmer, President  
Its: President  
Offer  
Date: December 18, 1985

Bidder agrees to keep bid open for  
acceptance for \_\_\_\_\_ (90 days  
unless otherwise specified)

COMPLIANCE: 250 @ 12/18/85

O.C. 2/85

B.O.W. NON-FED.

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE  
BOARD OF PUBLIC WORKS AND SAFETY

David J. [Signature] 11/15/86

Arthur R. [Signature]

Guillermo D. [Signature]

CITY OF FORT WAYNE  
MAYOR

[Signature]

AWARD DATE: 12-20-85

\*NOTE: AWARD WILL BE MADE ON THIS FORM.



CITY OF FORT WAYNE, INDIANA  
IMPROVEMENT TO FORT WAYNE WATER UTILITY  
SCHEDULE OF UNIT PRICES

CONTRACT NO. 85-XP-9  
ARDMORE AVENUE WATER MAIN EXTENSION

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>U.P.</u>	<u>EXTENSION</u>
1.	1,890± L.F.	12" CL. #50 DUCTILE IRON PIPE	21. <sup>20</sup>	40,068. <sup>00</sup>
2.	18± L.F.	8" CL. #50 DUCTILE IRON PIPE	17. <sup>00</sup>	306. <sup>00</sup>
3.	125± L.F.	24" STEEL CASING PIPE (BORED)	113. <sup>54</sup>	14,192. <sup>50</sup>
4.	3 EA.	12" GATE VALVES W/BOXES	859. <sup>00</sup>	2577. <sup>00</sup>
5.	1 EA.	8" GATE VALVES W/BOXES	507. <sup>00</sup>	507. <sup>00</sup>
6.	1 EA.	12" x 8" TEE	339. <sup>00</sup>	339. <sup>00</sup>
7.	2 EA.	12" LONG PATTERN SOLID SLEEVES	200. <sup>00</sup>	400. <sup>00</sup>
8.	1 EA.	TYPE I FIRE HYDRANT ASSEMBLY 12" MAIN	1425. <sup>00</sup>	1425. <sup>00</sup>
9.	1 EA.	TYPE III FIRE HYDRANT ASSEMBLY 12" MAIN	1488. <sup>00</sup>	1488. <sup>00</sup>
10.	1 EA.	TYPE III FIRE HYDRANT ASSEMBLY 8" MAIN	1380. <sup>00</sup>	1380. <sup>00</sup>
11.	400± L.F.	ASPHALT RESTORATION	6. <sup>98</sup>	2792. <sup>00</sup>
12.	150± L.F.	STONE SURFACE RESTORATION	1. <sup>47</sup>	220. <sup>50</sup>
13.	1,400± L.F.	GRASS AREA RESTORATION	. <sup>79</sup>	1106. <sup>00</sup>
TOTAL				66,801. <sup>00</sup>



In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

FIRM NAME \_\_\_\_\_

BY: \_\_\_\_\_

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 18th day of December, 19 85.

T-G Excavating, Inc.  
NAME OF CORPORATION

BY: Thomas M. Stockamp  
PRESIDENT

ATTEST:

Harold R. Zimmer  
Harold R. Zimmer, Asst. Secretary



NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ \_\_\_\_\_

being        % of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

---

BIDDER

shall not within \_\_\_\_\_ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

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NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

T-G Excavating, Inc.

the contract for said work, and if T-G Excavating, Inc.

---

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.



# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, T-G Excavating, Inc.5544 Huguenard Road, Fort Wayne, Indiana 46818

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto Fort Wayne Board of Works

City County Bldg., Fort Wayne, IN 46801

.....as Obligee, (hereinafter called the "Obligee"), in the sum of Ten Percent (10%) of Contractors Maximum Bid Price Dollars (\$-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for.....

Ardmore Avenue Water Main Extension, Contract #85-XP-9; per plans and specifications

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of December A.D. 1985

Harold A. James  
Witness

T-G Excavating, Inc. (SEAL)

Thomas M. Stockamp, Pres.  
Principal  
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Virginia T. Axson  
Virginia T. Axson  
Witness

By Duane E. Lupke (SEAL)  
Duane E. Lupke (attorney-in-fact)  
Title



Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Haus and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....  
~~its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as~~  
its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.  
This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., etal, dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1984.



ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*C W Robbins*  
Assistant Secretary

By

*C M Pecot Jr*  
Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

} ss:

On this 22nd day of February, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



*Carol J. Pader*  
Notary Public Commission Expires July 1, 1986

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 18th day of December, 1985.

LI 428a-Gr-044-2987

*W H Lupke Jr*  
Assistant Secretary

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK



Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership \_\_\_\_\_%.

For WBE specify percentage of women ownership \_\_\_\_\_%.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.



The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_% participation (employees) \_\_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_\_. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. FOWCKES TRUCKING	FT. WAYNE	TRUCKING
2.		
3.		

- D. The undersigned commits 14 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. J.L. TUNNELING	INDIANAPOLIS, IN	BORING
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Contractor T-G Excavating, Inc.

Contractor \_\_\_\_\_

By Thomas M. Hickamp

By \_\_\_\_\_

Its President

Its \_\_\_\_\_



14. Minority/Female Hourly Employment Requirements.  
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

---

---

---

---

(attach additional sheets if necessary)

Contractor T-G Excavating, Inc.

By

Thomas M. Stockamp

Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_ o'clock \_\_\_\_ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.



NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and T-G Excavating, Inc.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

T-G Excavating, Inc.

By: Thomas M. Stockamp

Thomas M. Stockamp, President

Subscribed and sworn to before me by Thomas M. Stockamp  
this 18th day of December, 1985.

My Commission Expires:

4/6/88

Harold R. Zimmer  
Harold R. Zimmer

NOTARY PUBLIC

Resident of Allen County, IN

Subscribed and sworn to before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

Resident of \_\_\_\_\_ County, IN



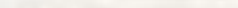
CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Thomas M. Stockamp, the President  
**Name**  
, of T-G Excavating, Inc.  
**Position** **Company**

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 28th day of February, 1985, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED: 12/18/85

  
Signature Thomas M. Stockamp

President \_\_\_\_\_  
Title \_\_\_\_\_

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 18th day of December, 1985.

Harold R. Zimmer.  
NOTARY PUBLIC Harold R. Zimmer  
A Resident of Allen County, IN

My Commission Expires:

4/6/88



# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That.....T-G Excavating, Inc., 5544 Huguenard Road,  
(Here insert the name and address or legal title of the Contractor)  
Fort Wayne, Indiana 46818  
as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corpora-  
tion of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety,  
hereinafter called Surety, are held and firmly bound unto Fort Wayne Board of Works,  
City-County Building, 1 Main Street, Fort Wayne, Indiana 46801  
(Here insert the name and address or legal title of the Owner)  
as Obligee, hereinafter called Owner,  
in the amount of Sixty Six Thousand Eight Hundred One Dollars and no cents

Dollars (\$ 66,801.00), for the payment whereof Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 19 86  
entered into a contract with Owner for Ardmore Avenue Water Main Extension, Contract #85-  
XP-9, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by City of Fort Wayne, Indiana

(Here insert full name, title and address)  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor  
shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise  
it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner:

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner  
having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and condi-  
tions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon  
determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract  
between such bidder and Owner, and make available as work progresses (even though there should be  
a default or a succession of defaults under the contract or contracts of completion arranged under this  
paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not  
exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount  
set forth in the first paragraph hereof. The term "balance of the contract price," as used in this para-  
graph, shall mean the total amount payable by Owner to Contractor under the Contract and any  
amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on  
which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than  
the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 13TH day of JANUARY A.D. 1986

In the presence of:

*Hubert R. Jones*  
\_\_\_\_\_  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
*Virginia T. Axson*  
\_\_\_\_\_  
Virginia T. Axson  
By *Duane E. Lupke* (SEAL)  
\_\_\_\_\_  
Duane E. Lupke (Attorney-in-fact)  
T-G Excavating, Inc. (SEAL)  
*Thomas M. Hickamp, Pres.*  
\_\_\_\_\_  
Principal  
Title



# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That T-G Excavating, Inc., 5544 Huguenard Road,  
Fort Wayne, Indiana 46818 (Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto Fort Wayne Board of Works,  
City-County Building, 1 Main Street, Fort Wayne, Indiana 46801

(Here insert the name and address or legal title of the Owner)  
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Sixty Six Thousand Eight Hundred One Dollars and no cents

(Here insert a sum equal to at least one-half of the contract price)  
Dollars (\$ 66,801.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 19 86  
entered into a contract with Owner for Ardmore Avenue Water Main Extension, Contract #85-  
XP-9, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by City of Fort Wayne, Indiana

(Here insert full name, title and address)  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 15TH day of JANUARY A.D. 19 86

In the presence of:

Harold R. Zinner

T-G Excavating, Inc.

(SEAL)

Thomas M. Starkamp Principal  
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Virginia T. Axson  
Virginia T. Axson

By Duane E. Lupke (SEAL)  
Attorney-in-fact



Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Haus and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....  
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.  
This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., etal, dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1984.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

CW Robbins  
Assistant Secretary

By [Signature]  
Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

SS:

On this 22nd day of February, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



[Signature]  
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 86 day of February, 1984.

LI428a-Cir-044-2987

[Signature]  
Assistant Secretary



TITLE OF ORDINANCE Contract 85-XP-9 - Ardmore Ave. Water Main ExtentionDEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetyJ-86-01-30SYNOPSIS OF ORDINANCE Contract 85-XP-9, Ardmore Ave. Water Main Extension is for the

furnishing of all materials, labor, equipment, tools, power, transportation,  
misc. equipment, etc., necessary to install 1,875+ L.F. of 12" ductile iron water  
main at the following location: On Ardmore Avenue from Elmcrest Drive, northward  
1,875+ L.F. to a point 200+ feet north of Norfolk & Western Railway.

T-G Excavating, Inc., is the contractor.

EFFECT OF PASSAGE Improved water conditions at above location.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$66,801.00

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-86-01-30

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract

85-XP-9 - Ardmore Ave., Water Main Extension, by and between the

City of Fort Wayne, Indiana and T-G Excavating, Inc., in

connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)

YES

NO

Paul M. Burns  
PAUL M. BURNS  
CHAIRMAN

Thomas C. Henry  
THOMAS C. HENRY  
VICE CHAIRMAN

Ben A. Eisbart  
BEN A. EISBART

James S. Stier  
JAMES S. STIER

Mark E. GiaQuinta  
MARK E. GiaQUINTA

CONCURRED IN 2-11-86

SANDRA E. KENNEDY  
CITY CLERK